

COST SHARE AGREEMENT

Between
Montana Department of Natural Resources and Conservation – Eastern Land Office
and
Bureau of Land Management USDOJ – Miles City Field Office

INCIDENT NAME: Miles City Dispatch Zone Staging

INCIDENT NUMBER: N/A

INCIDENT CHARGE NUMBERS BY AGENCY: BLM #DUJ7 / DNRC #84996

INCIDENT START DATE AND TIME: 7-30-07 @0600

PROTECTION AGENCIES: BLM - DNRC

INCIDENT CAUSE: N/A

COMMAND STRUCTURE:

Unified Command Start Date & Time: 7-30-07 @ 0600

Unified Command End Date & Time: estimate 9-15-07 @ 2400

Incident Commander (IC): DNRC – Randy Sanders
BLM – David Overcast

COST SHARE PERIOD: 7-30-07 @ 0600 to “EST” 9-15-07 @ 2400

AGENCY REPRESENTATIVES (Participating in development of this agreement):

DNRC = Randy Sanders, ELO Fire Program Manager/ Rick Strohmyer, ELO Area Manager

BLM = David Overcast, MC Fire Program Manager / Elaine Raper, MC Field Office Manager

The following guidelines are a part of this cost share agreement:

1. This cost share agreement is authorized by the 2005 Montana Cooperative Fire Protection Agreement (BLM-MOU-MT925-0502)
2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the IC's mutual agreement.
3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
4. Administrative overhead costs such as agency personnel, support and services, not directly assigned or ordered by the incident, will not be included as a part of this cost share agreement and will not be shared.
5. Cost incurred by cooperators not engaged in unified fire suppression activities will not be included as part of this cost share agreement.
6. Agency-specific costs will not be shared.
7. Non-suppression rehabilitation costs are the responsibility of the protection agency and will not be shared.
8. Responsibility for tort claims costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside this agreement.
9. Daily cost sharing will be documented and approved by the unified ICs or their representatives.
10. Structural fire protection costs will not be shared under this agreement. Each agency will be responsible for the structural protection costs that occur within their own fire protection jurisdictional area. *(These actions are defined in the 8/11/99, Northern Rockies Coordinating Group document titled "Structural Fire Protection".)*
11. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the protection agencies.
12. Shared costs will be based on the unified ICs mutual judgment and agreement as to threat and resources assigned for each agency's area of protection.
13. Aircraft and retardant costs will be shared on an actual use basis as determined by the unified ICs and will be calculated as separate costs.
14. Large Fire Overhead Support provided by an Area Command, Buying Team, Expanded Dispatch, Mobilization and Demobilization Centers and Transportation Centers will not be shared in this agreement.
15. Within 180 days of close of the incident, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

In accordance with the attached documentation, it is hereby agreed that cost sharing on this incident will be:

Equal cost share of all financial obligations: 50% -BLM
50% - DNRC

Throughout the entire period outlined above.

SPECIAL CONSIDERATIONS:

All fire readiness indicators were near or above and remaining at the 97% average for the year (Energy Release Components, 1000 and 100 fuel moistures). Fire occurrence events were quickly outstripping county, federal and state resources abilities to respond to all fire starts in a timely fashion.

This agreement and the apportionment are our last judgments of agency cost responsibilities.

Rich Strohmeyer
Rick Strohmeyer - DNRC

M. Elaine Raper
Elaine Raper - BLM

8-28-07
Date

8/24/07
Date